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Attorney for Movant LITTON LOAN SERVICING LP, SERVICER FOR HSBC
BANK USA, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE
OF THE FIELDSTONE MORTGAGE INVESTMENT TRUST, SERIES
2005-2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

IN RE:)	CASE NO. 11-42330-RLE
KENNETH LAROI DILLARD AND ELLEN LIM)	CHAPTER 13
DILLARD,)	
)	DECLARATION OF PHILLIP L.
DEBTOR(S))	PEARSON IN SUPPORT OF MOTION TO
)	APPROVE
)	LOAN MODIFICATION
)	
)	
)	

I, PHILLIP L. PEARSON, declare as follows:

1. I am a custodian of the books, records and files for
LITTON LOAN SERVICING LP, SERVICER FOR HSBC BANK USA, NATIONAL
ASSOCIATION, AS INDENTURE TRUSTEE OF THE FIELDSTONE MORTGAGE
INVESTMENT TRUST, SERIES 2005-2 ("Movant"). In the course of my
employment, I have become familiar with the manner and method in
which Movant maintains its books and business records in its
regular course of business. Those books and business records are
managed by employees and agents whose duty it is to keep the
books and records accurately and completely and to record each
event or item at or near the time of the event or item so noted.

1 2. The subject Note is secured by Deed of Trust dated on
2 or about June 16, 2005, covering certain real property located at
3 4710 San Pablo Dam Road, El Sobrante, California 94803, which
4 Property is the Debtors' residence. Litton Loan Servicing LP is
5 the servicing agent for the Noteholder, LITTON LOAN SERVICING LP,
6 SERVICER FOR HSBC BANK USA, NATIONAL ASSOCIATION, AS INDENTURE
7 TRUSTEE OF THE FIELDSTONE MORTGAGE INVESTMENT TRUST, SERIES 2005-
8 2, with respect to the Note and Deed of Trust. True and correct
9 copies of the Note and Deed of Trust are attached hereto as
10 Exhibits 1 and 2, respectively, and incorporated herein by
11 reference.

12 3. The Note, in the original principal amount of
13 \$368,000.00, dated June 16, 2005, was executed by Debtor Ellen L.
14 Dillard.

15 4. Debtors and Movant have agreed to modify the Debtors'
16 loan to adjust the maturity date, add delinquent amounts to the
17 principal balance, modify the interest rate and recalculate the
18 amount of the monthly payments. The parties now seek court
19 approval of the Loan Modification Agreement. Once the loan
20 modification agreement is approved Movant shall withdraw or amend
21 its proof of claim accordingly. A true and correct copy of the
22 Loan Modification Agreement signed by the Debtor is attached
23 hereto as Exhibit 3.

24 5. Movant will execute the Loan Modification Agreement
25 after it is approved by the court.

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1 I declare under penalty of perjury the foregoing is true
2 and correct.

3 Executed this 19th day of August 2011, at Houston, TX.

4 /s/Phillip L. Pearson
5 PHILLIP L. PEARSON
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